

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |   |                      |                                    |
|--|---|----------------------|------------------------------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT                                      |                      |                                    |
| NATURE OF CONVEYANCE:  | SECURITY INTEREST                                   |                      |                                    |
| <b>CONVEYING PARTY DATA</b>  |   |                      |                                    |
| Name   | Formerly  | Execution Date       | Entity Type                        |
| Seminole Hard Rock Entertainment, Inc.   |   | 03/05/2007           | CORPORATION: FLORIDA               |
| Seminole Hard Rock International, LLC  |   | 03/05/2007           | LIMITED LIABILITY COMPANY: FLORIDA |
| Hard Rock Cafe International (USA), Inc  |   | 03/05/2007           | CORPORATION: FLORIDA               |
| <b>RECEIVING PARTY DATA</b>  |   |                      |                                    |
| Name:  | U.S. Bank National Association, as Collateral Agent |                      |                                    |
| Street Address:  | 500 West Cypress Creek Road                         |                      |                                    |
| City:  | Fort Lauderdale                                     |                      |                                    |
| State/Country:   | FLORIDA   |                      |                                    |
| Postal Code:   | 33309   |                      |                                    |
| Entity Type:   | National Banking Association:                       |                      |                                    |
| <b>PROPERTY NUMBERS Total: 6</b>   |   |                      |                                    |
| Property Type  | Number  | Word Mark            |                                    |
| Serial Number:   | 77268140  | HARD ROCK CONDOS     |                                    |
| Serial Number:   | 77265141  | HARD ROCK HOTEL      |                                    |
| Serial Number:   | 77268150  | HARD ROCK RESIDENCES |                                    |
| Registration Number:   | 3272459   | HARD ROCK HOTEL      |                                    |
| Registration Number:   | 3288872   | ROCK SHOP            |                                    |
| Registration Number:   | 3306727   | AMBASSADORS OF ROCK  |                                    |
| <b>CORRESPONDENCE DATA</b>   |   |                      |                                    |
| Fax Number:  | (407)445-7630                                       |                      |                                    |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |                      |                                    |
| Phone:   | 4074457625  |                      |                                    |
| Email:   | ipenforcement@hardrock.com                          |                      |                                    |

OP \$165.00 77268140

**900100895**

**TRADEMARK**  
**REEL: 003733 FRAME: 0343**

Correspondent Name: Hard Rock Cafe International (USA), Inc.  
Address Line 1: 6100 Old Park Lane  
Address Line 4: Orlando, FLORIDA 32835

NAME OF SUBMITTER:

Eric Newcomer

Signature:

/eric newcomer/

Date:

03/06/2008

**Total Attachments: 10**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of March 5, 2007, by Seminole Hard Rock Entertainment, Inc, Seminole Hard Rock International, LLC and Hard Rock Cafe International (USA), Inc, (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of U.S. Bank National Association, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Termination.** Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

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SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HARD ROCK CAFE INTERNATIONAL (USA) INC.

By: 

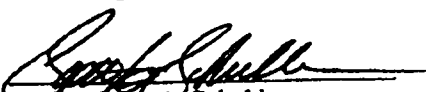
Name: HAMISH DODOS

Title: PRESIDENT

[trademark security agreement]

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Scott A. Schuhle  
Title: Vice President

*[trademark security agreement]*

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

|   |                      |                              |
|---|----------------------|------------------------------|
| Hard Rock CAFE<br>International (USA), Inc. | SC3000006123         | HARD ROCK CAFE & DESIGN      |
| Hard Rock CAFE<br>International (USA), Inc. | SC3000006122         | HARD ROCK CAFE & DESIGN      |
| Hard Rock CAFE<br>International (USA), Inc. | SC3000006299         | HARD ROCK CAFE               |
| Hard Rock CAFE<br>International (USA), Inc. | Pending - 78/740,533 | HARD ROCK PARK               |
| Hard Rock CAFE<br>International (USA), Inc. | Pending - 78/756,044 | HARD ROCK PARK & DESIGN      |
| Hard Rock CAFE<br>International (USA), Inc. | 2,499,114            | HARD ROCK CASINO             |
| Hard Rock CAFE<br>International (USA), Inc. | 3,144,793            | BODY ROCK                    |
| Hard Rock CAFE<br>International (USA), Inc. | Pending - 78/895,911 | HROCK                        |
| Hard Rock CAFE<br>International (USA), Inc. | 2,655,039            | CAMP LIL' ROCK               |
| Hard Rock CAFE<br>International (USA), Inc. | Pending - 78/699,336 | THE APARTMENT                |
| Hard Rock CAFE<br>International (USA), Inc. | Pending - 78/882,641 | AMBASSADORS OF ROCK & Design |
| Hard Rock CAFE<br>International (USA), Inc. | Pending - 78/934,713 | MAXI BAR                     |
| Hard Rock CAFE<br>International (USA), Inc. | 2,561,989            | HARD ROCK LIVE               |
| Hard Rock CAFE<br>International (USA), Inc. | 2,771,895            | HARD ROCK LIVE & DESIGN      |
| Hard Rock CAFE<br>International (USA), Inc. | Pending - 78/729,700 | ROCK SHOP                    |
| Hard Rock CAFE<br>International (USA), Inc. | 3,081,882            | HARD ROCK CAFE & DESIGN      |

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|  |                      |                          |
|--|----------------------|--------------------------|
| Hard Rock CAFE International (USA), Inc. | 2,814,205            | HARD ROCK VAULT          |
| Hard Rock CAFE International (USA), Inc. | Pending - 78/228,714 | ULTIMATE ALTITUDE BUZZ   |
| Hard Rock CAFE International (USA), Inc. | Pending - 78/423,932 | HARD ROCK BAR            |
| Hard Rock CAFE International (USA), Inc. | 2,725,918            | MUSIC FOR LIFE           |
| Hard Rock CAFE International (USA), Inc. | Pending - 78/699,321 | ROCK SPA                 |
| Hard Rock CAFE International (USA), Inc. | 2,349,579            | HARD ROCK LIVE           |
| Hard Rock CAFE International (USA), Inc. | 2,349,580            | HARD ROCK LIVE & DESIGN  |
| Hard Rock CAFE International (USA), Inc. | 2,589,942            | VELVET                   |
| Hard Rock CAFE International (USA), Inc. | Pending - 78/799,401 | AMBASSADORS OF ROCK      |
| Hard Rock CAFE International (USA), Inc. | 2,789,028            | HARD ROCK CASINO         |
| Hard Rock CAFE International (USA), Inc. | 2,324,683            | CAVERN CLUB              |
| Hard Rock CAFE International (USA), Inc. | 2,363,818            | HARD ROCK LIVE           |
| Hard Rock CAFE International (USA), Inc. | 2,349,514            | HARD ROCK LIVE & DESIGN  |
| Hard Rock CAFE International (USA), Inc. | 2,375,996            | HARD ROCK LIVE & DESIGN  |
| Hard Rock CAFE International (USA), Inc. | 1,713,000            | LOVE ALL, SERVE ALL      |
| Hard Rock CAFE International (USA), Inc. | Pending - 78/969,067 | HRH                      |
| Hard Rock CAFE International (USA), Inc. | Pending - 78/973,381 | HARD ROCK HOTEL & DESIGN |
| Hard Rock CAFE International (USA), Inc. | 2,373,803            | HARD ROCK LIVE           |
| Hard Rock CAFE International (USA), Inc. | 2,031,803            | HARD ROCK HOTEL          |
| Hard Rock CAFE International (USA), Inc. | 2,478,328            | HARD ROCK                |

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|   |           |                          |
|---|-----------|--------------------------|
| Hard Rock CAFE<br>International (USA), Inc. | 2,052,776 | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 394       | HARD ROCK CAFE           |
| Hard Rock CAFE<br>International (USA), Inc. | 86/708    | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 91/395    | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 91/396    | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 1,398,940 | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 1,504,905 | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 1,397,180 | HARD ROCK CAFE           |
| Hard Rock CAFE<br>International (USA), Inc. | 1,492,907 | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 2,038,391 | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 2,006,584 | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 2,029,866 | HARD ROCK HOTEL & DESIGN |
| Hard Rock CAFE<br>International (USA), Inc. | 1,549,089 | HARD ROCK TIMES          |
| Hard Rock CAFE<br>International (USA), Inc. | 1,504,904 | HARD ROCK CAFE           |
| Hard Rock CAFE<br>International (USA), Inc. | 1,635,792 | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 1,408,637 | HARD ROCK CAFE & DESIGN  |
| Hard Rock CAFE<br>International (USA), Inc. | 2,047,974 | HARD ROCK CAFE           |
| Hard Rock CAFE<br>International (USA), Inc. | 2,029,855 | HARD ROCK HOTEL          |
| Hard Rock CAFE<br>International (USA), Inc. | 1,909,483 | HARD ROCK HOTEL          |
| Hard Rock CAFE<br>International (USA), Inc. | 2,038,394 | HARD ROCK HOTEL          |

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|   |                  |                         |
|---|------------------|-------------------------|
| Hard Rock CAFE<br>International (USA), Inc. | 2,029,870        | HARD ROCK HOTEL         |
| Hard Rock CAFE<br>International (USA), Inc. | 3,043,021        | SAVE THE PLANET         |
| Hard Rock CAFE<br>International (USA), Inc. | 4003030 (Hawaii) | HARD ROCK CAFE MAUI     |
| Hard Rock CAFE<br>International (USA), Inc. | 4003032 (Hawaii) | HARD ROCK CAFE HONOLULU |
| Hard Rock CAFE<br>International (USA), Inc. | 4003034 (Hawaii) | HARD ROCK CAFE          |
| Hard Rock CAFE<br>International (USA), Inc. | 4003035 (Hawaii) | HARD ROCK CAFE-KONA     |

**Trademark Applications:**

|  |  |  |
|--|--|--|
| See List Above for Pending<br>Registrations. |  |  |
|--|--|--|

**Additional Trademark Filings-as of 8/13/07**

| <u>Owner</u>                                | <u>Application Number</u> | <u>Mark</u>   |
|---|---------------------------|---------------|
| Hard Rock Café<br>International (USA), Inc. | 77/067,538                | HARD ROCK BAR |

ADDITIONAL TRADEMARK FILINGS & REGISTRATIONS  
AS OF 3/3/2008

Trademark Applications:

| OWNER                                       | APPLICATION<br>SERIAL NUMBER | TRADEMARK                      |
|---|------------------------------|--------------------------------|
| Hard Rock Cafe International<br>(USA), Inc. | 77/268,140                   | HARD ROCK CONDOS               |
| Hard Rock Cafe International<br>(USA), Inc. | 77/265,141                   | HARD ROCK HOTEL Plus<br>Design |
| Hard Rock Cafe International<br>(USA), Inc. | 77/268,150                   | HARD ROCK<br>RESIDENCES        |

Trademark Registrations:

|   |                    |                                |
|---|--------------------|--------------------------------|
| Hard Rock Cafe International<br>(USA), Inc. | Reg. No. 3,272,459 | HARD ROCK HOTEL Plus<br>Design |
| Hard Rock Cafe International<br>(USA), Inc. | Reg. No. 3,288,872 | ROCK SHOP                      |
| Hard Rock Cafe International<br>(USA), Inc. | Reg. No. 3,306,727 | AMBASSADORS OF<br>ROCK         |